

Site:	Maline Creek
ID #:	MOD 9876-2-1162
Break:	22.8
Other:	General 6-30-81

THE CLEANING AND RESHAPING OF STORM WATER CREEKS

in

THE MALINE CREEK WATERSHED

in

ST. LOUIS COUNTY

within

THE METROPOLITAN ST. LOUIS SEWER DISTRICT

CONTRACT LETTING NO. C-815

NOTE: All invoices, statements and correspondence pertaining to this contract must refer to this contract letting number.

DTKF

30290358

10.0



Superfund

0400

THE METROPOLITAN ST. LOUIS SEWER DISTRICT  
2000 HAMPTON AVENUE  
ST. LOUIS, MISSOURI 63139

1

## NOTICE TO CONTRACTORS

Notice is hereby given that The Metropolitan St. Louis Sewer District will receive sealed bids at its office, 2000 Hampton Avenue, St. Louis, Missouri 63139, until 2:15 o'clock p.m., C.D.S.T., on the 18th day of June, 1981, at which time all bids for the cleaning and reshaping of storm water creeks in The Maline Creek Watershed, under Letting No. C-815, will be publicly opened and read.

The work to be done consists of the cleaning and grading of approximately 2.5 miles of storm water creek in an area located from Riverview Boulevard to Halls Ferry Road in St. Louis County, Missouri.

Prevailing rates of pay shall be paid to skilled and unskilled labor.

The contractor will take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Likewise, the contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Further, the contractor shall take affirmative action to employ and advance qualified veterans of the Vietnam era.

Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the public body, setting forth the provision of this non-discrimination clause.

The bid proposal shall be made on a form of proposal which will be provided by the District and delivered in a sealed envelope, also to be provided by the District, and deposited in the bid box in the office of the District on or before the time specified above. The proposal shall be accompanied by a certified check or cashier's check on a bank or trust company in St. Louis County or in the City of St. Louis or by a bidder's bond, for an amount not less than five (5%) per cent of the bid amount. The amount of the check or bond shall be forfeited to the Sewer District if the Bidder neglects or refuses to enter into a contract or to furnish bond after his proposal shall have been accepted.

The District reserves the right to require the successful bidder to file proof of his ability to properly finance and execute the project, together with his record of successful completion of similar projects. The District reserves the right to reject any and all bids, offers or proposals submitted, to accept the proposal which it deems to be to its best interest, or to advertise for new bids. The District reserves the right to defer the acceptance of any proposal and the execution of a contract for a period not exceeding ninety (90) days after the date of opening the bids. The successful bidder to whom the contract has been awarded shall sign the contract and performance bond and other required certificates in quadruplicate and return the signed documents within ten (10) days after the date of their receipt.

The successful bidder shall file three (3) copies of a Performance Bond for one hundred (100%) per cent of the contract amount, with the District before execution of the contract. Other certificates, including insurance as required.

by the Contract Documents (Bidder's Information Pages 4 and 5), shall be filed with the District within ten (10) days after the execution of the contract. The successful bidder must also file certificates with the District that he has obtained and will continue to carry workmen's compensation insurance, public and private protective liability, and property damage insurance in adequate amounts, and for the life of the contract. Also, a Surety Bond must be filed by the successful bidder for the guarantee of the work for a period of one (1) year after the date of acceptance of the work.

Failure to execute the Performance Bond and Contract within ten (10) days after the receipt of the award of the Contract shall be cause for the annulment of the Contract Award and forfeiture of the bid security to the District.

The Contractor shall commence work within ten (10) days after the date of written notice from the District to begin work and shall complete all work within Seventy-Five (75) calendar days after the expiration of such ten (10) day period.

The sewers will be constructed in public rights-of-way and in easements previously secured by the Sewer District.

The District reserves the right to eliminate some of the construction work at the upper ends of the project, either before or after entering into a contract and the contractor shall make no claim for anticipated profits or damages in connection with any work so eliminated by the District.

All prospective bidders must prequalify and be certified prior to either receiving or submitting the bid proposal. Prequalification forms may be obtained at the aforementioned address.

Payments will be made in cash or monthly estimates, less previous amounts paid, less five (5%) per cent retained. A final payment will be made as detailed in the specifications.

Plans and specifications are now on file in the main office of the District. A charge of Five (\$5.00) Dollars, not refundable, will be required from each prospective bidder for one set of plans and specifications.

The successful bidder and contractor will be furnished without cost, not more than five (5) sets of plans and specifications for the project. If more are requested, additional sets will be furnished upon payment of the stated charges for plans and specifications. Any plans and specifications required for permits by a municipality or other public agency will be furnished by the District.

THE METROPOLITAN ST. LOUIS SEWER DISTRICT

By

  
Executive Director

INFORMATION FOR BIDDERS

for

THE CONSTRUCTION OF SEWERS AND DRAINAGE PROJECTS

within

THE METROPOLITAN ST. LOUIS SEWER DISTRICT

1. BID SECURITY

Each bid shall be accompanied by a certified check or cashier's check for an amount not less than five (5%) per cent of the bid amount, payable unconditionally to the District as a guarantee that the bidder will execute a contract and furnish the required bond if his bid is accepted. A bidder's bond for the same amount, executed by a surety company authorized to do business in the State of Missouri and acceptable to the District, may be furnished in lieu of the certified or cashier's check.

2. BIDDER'S DEPOSITS

The bid deposits will not be returned. The charge for plans and specifications is not refundable.

3. FORM OF PROPOSAL

All bids must be made on the attached form of proposal. Bidder's are cautioned to make their proposals on the proposal blanks and not in the blank spaces in the contract form which will be filled in after the contract is awarded. Bid blanks must be completed and clearly filled in and must be free from alteration either by erasure or interlineation, or otherwise the bid proposal will be voided.

Bids must be properly signed in ink by the bidder, or by an authorized official or agent when the bidder is a firm or corporation. When the bid is made by a firm, the signature must include the firm name, and the signature of a member thereof. When made by a corporation, the signature must contain the name of the corporation followed by the signature of the official or person authorized to find it in the matter and with proof of his authority. When filed, the bid with the accompanying check or bid bond must be enclosed together in a sealed envelope addressed to the main office of The Metropolitan St. Louis Sewer District. The bidder shall designate on the bid blank his official address to which all communications can be mailed.

4. BASIS OF AWARD

The work will be let as a whole. Bids will be compared by the extension and summation of the unit prices submitted in the proposal and the approximate quantities given in the "Estimate of Quantities".

5. AWARD OF CONTRACT

The District will award the contract within a period not exceeding ninety (90) days after the date of opening the bids or else will reject all bids. The District reserves the right to require the successful bidder to file proof by the contract, and to file proof of his successful completion of similar projects.

6. EXECUTION OF CONTRACT

The bidder to whom the contract has been awarded shall sign four (4) copies of the contract and performance bond and return to the District within ten (10) days after receipt of the contract. Failure to execute the contract and bonds and return them to the District within ten (10) days after receipt of the contract shall be cause for the annulment of the contract award and forfeiture of the bid security to the District.

7. PERFORMANCE BOND

A bond will be required for the full amount of the contract price with a surety company authorized to do business in the State of Missouri and satisfactory to the District, conditioned for the faithful performance of this contract and the guarantee of the work. The bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by this contract. Both contract and bond shall be executed in quadruplicate and in a form to be approved by the District.

8. RIGHT RESERVED TO REJECT BIDS

The District reserves the right to reject any or all bids.

9. WITHDRAWAL OF BIDS

Any bidder may withdraw his bid at any time prior to the scheduled closing time for the receipt of bids, but no bid shall be withdrawn for a period of ninety (90) days after the scheduled closing time for the receipt of bids.

#### 10. BIDDER'S RESPONSIBILITY

Bidders are directed to read the specifications and to examine all drawings; to examine the site of the work, to verify the approximate quantities; and to inform themselves of the conditions under which the work is to be performed; the structure of the ground, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed. If awarded the contract, the contractor will not be allowed any extra compensation by reason of any matter or thing concerning which such bidder might have fully informed himself prior to the bidding. If there is any ambiguity or conflict or error in the plans and specifications, the bidder shall request in writing an interpretation, clarification, and correction thereof, which will be issued as an addendum to all bidders by the District. The bidder is expected to base his bid on materials and equipment complying fully with the plans and specifications. In case his proposal is based on materials or equipment which do not conform, he will be responsible, for all will be required to furnish such materials and equipment which do fully conform and at no change in the bid prices.

Attention is directed to the following provisions of Section 9.040 of the Plan: "All contracts for improvements which involve labor shall contain provisions that the prevailing rates of pay shall be paid to skilled and unskilled labor employed thereon and that there shall be no discrimination in the selection or employment of labor because of race, creed or color."

#### 11. CONDITIONS IN BIDDER'S PROPOSAL

The bidder shall not stipulate in his proposal any conditions not contained in the form of proposal contained in the contract documents.

#### 12. TAXES

Bidders shall include in their proposals any sales or use taxes which they are required by law to pay.

13. INSURANCE

The successful bidder must provide properly executed certificates of insurance and three (3) copies of the Performance Bond filled out on the District's Performance Bond Forms, prior to the signing of the contract with the District. The insurance requirements of the District are covered under Part 1, Section 6f of the Standard Construction Specifications (Revised 1980), as follows:

Part 1, Section 6f

(f) Liability Insurance: The Contractor and any subcontractor shall indemnify and save harmless the District from all suits or actions of every name and description brought against the District for or on account of any personal injuries, including accidental or resulting death, or property damages received or claimed to be received or sustained by any person or persons due to the construction of the work, or by or in consequence of any hazard, or any negligence by the Contractor or subcontractor, his agents or employees or assigns in safeguarding it, or due to any improper materials used in the construction, or by or on account of any act or omission of the Contractor or subcontractor, his employees, agent, or assigns.

The Contractor shall carry adequate public liability and property damage insurance for the joint and several benefit of the Contractor and the District with a company licensed to do business in the State of Missouri and satisfactory to the District, and in the amounts not less than those specified below, or in larger amounts if they are required in the Project Specifications. The amounts of coverage required for public liability or property damage shall not be construed to limit the liability of the Contractor in protecting the District from damage or injury claims. If the Director determines that unusual or special risks revealed by the work so require, the District shall have the right to require the Contractor to increase any or all such insurance policy limits while the contract work is in progress, and in such amounts as the Director may determine to be adequate, and without thereby limiting the liability of the Contractor in protecting the District from damage or injury claims.

As partial security for the defense of claims and the payments required under such indemnity, the Contractor and any subcontractor shall furnish at his cost an Owner's Protective Insurance Policy satisfactory to the District and naming the District as insured for amounts not less than the Contractor's public liability and property damage insurance covering the work.

The Contractor shall submit to the Director proof that he has complied fully with the requirements of the Workmen's Compensation Act of the State of Missouri, and will continue to carry Workmen's Compensation Insurance for the life of the contract.

The coverage shall insure the District and its officers and employees, while acting within the scope of their duties, against all claims arising out of or in connection with the work to be performed. The cost of the insurance shall be included in the prices bid for the various items of work and no additional payment will be made therefor.

The minimum acceptable coverage is tabulated below:

<u>Public Liability</u>		<u>Property Damage</u>
\$100,000.00	Each Person	\$ 50,000.00
\$300,000.00	Each Accident	\$100,000.00
No Limit	Aggregate	No Limit

The Contractor's insurance policy may contain the following clause as a substitute for the "no aggregate limit" specified above:

"The 'aggregate limits' of bodily injury liability and property damage liability stated in the policy shall apply separately to each project being performed by the insured for one or more owners during the policy period."

Certificates of insurance sent to the District as evidence of insurance shall contain the following statements, and in their absence the certificates will not be satisfactory to the District.

- (a) The insurance evidenced by this Certificate will not be cancelled or altered except after ten days from receipt by the District of written notice thereof.
- (b) The insurance evidenced by this Certificate expressly includes blanket underground coverage including but not limited to injury to or destruction of wires, conduits, pipes, mains, sewers, appurtenances, or other similar property, or any apparatus in connection therewith, below the surface of the ground - whether or not such injury is caused by and occurs during the use of mechanical equipment - for the purpose of grading of land, paving, backfilling, excavating, or drilling, and to injury to or destruction of property at any time resulting from such use.
- (c) The insurance evidenced by this Certificate expressly includes personal injury or death, or injury to or destruction of any property arising out of (1) blasting or explosion, or (2) the collapse of or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling or tunneling.



PROJECT INFORMATION FOR BIDDERS

for

THE CLEANING AND RESHAPING OF STORM WATER CREEKS

in

THE MALINE CREEK WATERSHED

1. SCOPE OF WORK

The proposed work comprises the furnishing of all material, labor, tools, equipment and supervision necessary to remove debris, obstructions, trees, compressible and non-compressible items for approximately 2.5 miles of storm water creek in an area located from Riverview Boulevard to Halls Ferry Road in St. Louis County, Missouri.

2. CONTRACT DOCUMENTS PROCURABLE

The contract documents, including the plans and specifications are on file in the main office of The Metropolitan St. Louis Sewer District, 2000 Hampton Avenue, St. Louis, Missouri 63139. Copies are obtainable as prescribed in the Notice to Contractors.

3. CONTRACT DOCUMENTS

The contract documents shall consist of the following component parts:

1. Notice to Contractors
2. Information for Bidders
3. Project Information for Bidders
4. Standard Construction Specifications, Dated 1980
5. Project Specifications
6. Proposal
7. Contract Agreement and Bond
8. Plans and Drawings

The plans and drawings consist of the following:

- |                            |                    |
|----------------------------|--------------------|
| 1. Key Map/Location        | Sheet 1 of 1 Sheet |
| 2. MSD Creek Cleaning Sign | Sheet 1 of 1 Sheet |

#### 4. TIME LIMITS

The contractor shall start work under this contract within ten (10) days after the date of written notice to commence work and shall fully complete work hereunder on or before Seventy-Five (75) calendar days after the expiration date of such ten (10) day period.

#### 5. BID ITEMS AND QUANTITY ESTIMATES

The bid items and the estimated quantity of each item is shown on Page D entitled "Estimate of Quantities" and will be the basis on which bids will be compared. Contract payments for each item will be based on the actual quantity determined from a final survey of the completed work.

#### 6. PREVAILING WAGE

The contractor shall pay at least the prevailing hourly rate of wages for each type of workman needed to execute the contract and also the general prevailing rate for legal holiday and overtime work, all as determined by the Industrial Commission of Missouri; copy of Wage Determination No. 1-100-384 is attached.

#### 7. PENALTIES FOR FAILURE TO COMPLY WITH WAGE LAW

The contractor shall forfeit as a penalty to The Metropolitan St. Louis Sewer District, Ten (\$10.00) Dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said contract, by him or by any subcontractor under him.

#### 8. POSTING OF WAGE RATES

A clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed in order to execute the contract and employed on the construction of the public works shall be kept posted in a prominent and easily accessible place at the site thereof by each contractor and subcontractor engaged in the public works projects under the provisions of the law and such notice shall remain posted during the full time that any such workman shall be employed on the public works.

The District shall furnish the contractor with three (3) copies of the attached wage rates for this purpose.

#### 9. PAYMENT

- a. PROGRESS PAYMENTS: On or before the fifteenth day of each month the District shall pay the contractor ninety-five (95) percent of the estimated value of the total work satisfactorily in place prior to the first day of said month, less the total of previous payments. Such value shall be estimated by the Director on the basis of contract prices and the estimated quantity of the completed work in place. Authorized extra work shall be included in progress payments.

- b. SEMI-FINAL PAYMENT: If all work under the contract has been completed but there remain certain unsettled matters in dispute between the contractor and the District, the contractor shall be entitled to a semi-final payment equivalent to the amount of all balances due, including the amount retained as provided in the contract, less an amount sufficient to cover such unsettled matters. Acceptance by the contractor of the semi-final payment shall not be construed as waiving his claims in connection with unsettled matters.
- c. ACCEPTANCE AND FINAL PAYMENT: When the work provided for under this contract has been fully completed in accordance with the terms thereof, a final estimate showing the total amount of such work shall be prepared by the Director and filed with the District and with the contractor within fifteen (15) days after the date of acceptance. The final estimate shall be accompanied by a certificate of acceptance issued by the Director and stating that the work has been fully completed to his satisfaction in substantial compliance with the contract.

From the total amount shall be deducted all monies expended by the District according to the terms of this contract and thereunder chargeable to the contractor, all monies payable to the District as liquidated damages, and all deductions provided by the Contract, State Laws or Resolutions of the District, and the remainder certified as the final amount due the contractor.

Before final payment can be made, an affidavit must be filed in proper form and order by the Contractor stating that he has fully complied with the Prevailing Wage Law.

Payment of the final amount and acceptance of such payment by the contractor shall release the District from all claims of any liabilities to the contractor in connection with this contract.

ESTIMATE OF QUANTITIES  
for  
THE CLEANING AND RESHAPING OF STORM WATER CREEKS  
in  
THE MALINE CREEK WATERSHED

<u>ITEM NO.</u>	<u>PAY ITEM</u>	<u>ESTIMATED QUANTITY</u>
1.	Removal of Debris and Trash	Lump Sum
2.	Removal of Gravel-Sand Bars	Lump Sum
3.	Removal of Standing Trees	Lump Sum
4.	Cutting of Weeds and Brush	Lump Sum
5.	Protection & Restoration of Site	Lump Sum

PROJECT SPECIFICATIONS

for

THE CLEANING AND RESHAPING OF STORM WATER CREEKS

in

THE MALINE CREEK WATERSHEDWORK TO BE DONE

The work to be done under this contract consists of the cleaning of approximately 2.5 miles, 13,160 linear feet of storm water ditches in the Maline Creek watershed from Riverview Boulevard to Halls Ferry Road in an area located between Chambers Road and Chain of Rocks Drive in St. Louis County, Missouri.

The work consists of furnishing all material, labor, tools, equipment and supervision necessary for the cleaning and reshaping of the storm water creek in accordance with all the requirements of these specifications, and the drawings made a part thereof.

GENERAL PROVISIONS - See Standard Specifications, Part 1

Accompanying these specifications are the following plans which are to illustrate and to be a part of these specifications and the contract documents:

- |                            |                    |
|----------------------------|--------------------|
| 1. Key Map/Location        | Sheet 1 of 1 Sheet |
| 2. MSD Creek Cleaning Sign | Sheet 1 of 1 Sheet |

The work to be done will be under the provisions of the Standard Construction Specifications of The Metropolitan St. Louis Sewer District, Dated 1980.

1. SODDING - See Standard Specifications, Part 6, Section 6 and Part 7, Sections 7c and 7d.

2. SIGNS

Signs shall be provided by the CONTRACTOR at locations designated by the DIRECTOR. See Project Specifications Page 7 of these specifications. CONTRACTOR shall provide a minimum of three (3) signs at each location under this contract.

3. OPEN BURNING

No open burning will be permitted.

4. PERMITS

The CONTRACTOR shall obtain all necessary permits and licenses whether issued by State, County or City, and furnish proof of issuance, all as required for the work under this contract.

5. PROTECTION & RESTORATION OF SITE - See Standard Specifications, Part 6, Section 6 and Part 7, Section 7

6. SCHEDULE OF WORK

The CONTRACTOR shall prepare a schedule showing the sequence of work and the dates on which each segment of work is expected to be started and completed. If an extension of contract time is granted by the DIRECTOR for any justifiable reason, the CONTRACTOR shall submit a revised schedule as indicated below. This schedule shall be submitted to the DIRECTOR prior to receiving the notice to proceed. Changes requested by the DIRECTOR, and/or granted by the DIRECTOR, shall be included in the revised schedule and resubmitted to the DIRECTOR within five (5) days of notification of said changes.

7. REMOVAL OF DEBRIS AND TRASH

This work shall consist of removal and disposing of all large trash and debris, to include, but not limited to: water heaters, tires, auto parts, building materials, broken concrete, railroad ties, grocery carts, fallen trees and grass clippings within the limits of existing creek from top of bank on one side to top of other bank, and the removal and disposal of all small trash, to include, but not limited to: jars, cans, bottles, paper materials and paper containers from the area as described above. No work shall be done beyond the top of either bank unless ordered by the DIRECTOR.

All cost for the removal and disposing of all debris and trash will be paid for as a lump sum in Pay Item No. 1 "Removal of Debris and Trash".

8. REMOVAL OF GRAVEL-SAND BARS

The work shall consist of removal and disposing of gravel and/or sand bars located in the creek bottom between the tops of the banks at locations designated by the DIRECTOR. The CONTRACTOR shall remove the bars, re-grade the creek to drain, and remove all excess material as the result of this work from the site, unless otherwise ordered by the DIRECTOR.

All cost for the removal and disposing of all gravel-sand bars will be paid for as a lump sum in Pay Item No. 2 "Removal of Gravel-Sand Bars".

9. REMOVAL OF STANDING TREES

This work shall consist of the cutting, removal, and disposal of standing trees located in the creek between the tops of banks of the existing creek.

Trees to be saved shall be marked by colored paint located approximately five (5) feet above the base of the tree and clearly visible from the creek bed.

Trees shall be cut at the base, but the root structure will not be disturbed unless it constricts the flow of the creek and/or ordered by the DIRECTOR to be

removed. All debris resulting from the cutting of the trees and their disposal shall be removed from the creek. Trees removed from the creek are the property of the CONTRACTOR unless otherwise specified by the DIRECTOR. All cost for the cutting, removal, and disposal of trees and/or parts of trees as described will be paid for as a lump sum in Pay Item No. 3 "Removal of Standing Trees".

#### 10. CUTTING OF WEEDS AND BRUSH

All weeds and brush located within the creek, between the tops of banks, shall be cut and removed from the creek and properly disposed of by the CONTRACTOR. Cutting shall be done to leave as little as possible of the growth remaining above ground with cuts made at right angles to the stem, so as not to leave any pointed stumps of stems.

At no time will the root structure of the weeds and brush be removed unless ordered by the DIRECTOR. All cost for cutting and removal of weeds and brush as described above will be paid for as a lump sum in Pay Item No. 4 "Cutting of Weeds and Brush".

#### 11. INGRESS, EGRESS AND WORKING ROOM

Ingress and egress to the creek, project site, shall be the responsibility of the CONTRACTOR. Working room for this project is defined as the area from top of bank to top of bank plus additional area adjacent to the creek required to complete the work.

All working room shall be held to a minimum with written approval from the adjacent property to use same.

Ingress, Egress, and working room areas disturbed during the execution of this project shall be restored according to the "Standard Construction Specifications for Sewers and Drainage Facilities" of The Metropolitan St. Louis Sewer District, Dated 1980.

#### 12. MONITORING AND INSPECTION

The DISTRICT shall monitor and inspect this project. The DISTRICT shall provide an inspector with the authority to approve and/or disapprove any work that is to be done or has been done. The inspector shall keep a daily log on work performed as per these specifications and the work schedule.

The DISTRICT and/or its representatives will at all times have access to the work in order to monitor its progress. In addition, authorized representatives and agents of any participating political subdivision or STATE agency shall be permitted to inspect all work, payrolls, records, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the work and also for any inspection thereof.

#### 13. PROTECTION OF ADJACENT PROPERTY

Due care shall be exercised by CONTRACTOR to avoid damage to existing improvements to facilities, adjacent property, landscaping, trees and shrubbery. Any damage to said property caused by carelessness or negligence by CONTRACTOR shall be repaired or replaced at his expense.

#### 14. HEALTH

The CONTRACTOR shall report to the DIRECTOR the location and/or locations of sewage in the ditch resulting from broken or leaking existing sewerage systems. Industrial wastes, such as chemicals, oils, etc. shall be reported as indicated above.

The CONTRACTOR shall report to the DIRECTOR the location and/or locations of existing facilities, storm and sanitary within the creek, top of bank to top of bank that need to be repaired and/or replaced by others. Spraying for pest control shall be left to the discretion of the DIRECTOR. No spraying will be done under this contract.

#### 15. DUMPSTERS AND DUMP SITES

The CONTRACTOR shall dispose of all waste materials, such as debris, trash, trees, water heaters, gravel, and sand, etc. in manner that is consistent with good workmanship.

If dumpsters are used, the CONTRACTOR shall notify the DIRECTOR as to the size and number to be used and their exact locations prior to receiving the "NOTICE TO PROCEED".

The CONTRACTOR shall be required to acquire the necessary agreements from the political subdivision and/or property owners for the placement of the dumpsters. The dumpsters shall be of such size that its contents will not affect the safety, health, and welfare of the community.

Acquisition of DUMP SITES shall be the sole responsibility of the CONTRACTOR unless otherwise ordered by the DIRECTOR.

#### 16. PUBLIC RELATIONS

The CONTRACTOR shall carry on the work in such manner as to cause as little inconvenience to the public, particularly occupants of property adjacent to the project, as is consistent with good workmanship.

The CONTRACTOR shall notify all affected persons at least twenty-four hours before starting work which may block entrances, roads, etc., or otherwise cause undue difficulty to persons in the area.

The CONTRACTOR, his SUBCONTRACTORS and employees shall at all times be courteous to the public during the performance of the work.

#### 17. REMOVAL OF DEBRIS FROM CONDUITS UNDER ROADWAY

The work shall consist of removal and disposing of all trash and debris, to include, but not limited to: trees, grocery carts, gravel bars, building materials within the conduit in order for said structure to flow freely. Grading within the structure to flow will be done after the obstructions are removed where applicable and practical. All cost for the removal and disposal of all obstructions and grading will be paid for as a lump sum in Pay Item No. 2 "Removal of Gravel-Sand Bars".



# 18. SPECIAL PROVISIONS

Where top of banks, for the purpose of establishing the limits of the project, is not readily defined, the DIRECTOR will establish the limits for the work to be done under the contract.

Any materials being removed from the channel that is claimed by its legal owner or by the property owner on whose property the object is located, will be removed from the channel and deposited in a workmanlike manner on the ground immediately adjacent to the top of the bank. All other material and debris removed shall become the property of the CONTRACTOR and shall be disposed of by him unless otherwise ordered by the DIRECTOR. Any walls and/or revetment, such as concrete slabs, railroad tie walls, gabions, dumped rock, rip-rap, cyclone fence walls including cut lumber retaining walls, but not limited to the above, that are obstructing the flow of the channel and/or not structurally sound for its intended purpose shall be removed from the channel and disposed of by the CONTRACTOR. In each case as described above, but not limited to, the property owner and/or whomever constructed said improvement shall be notified prior to its removal and disposal by the contractor, unless otherwise ordered by the DIRECTOR.

The following locations for creek cleaning are being brought to the attention of the CONTRACTOR.

## 1. ST. LOUIS COUNTY

### a. RIVERVIEW DRIVE AND MAINSTREAM

Debris under bridge

## 2. BELLEFONTAINE NEIGHBORS

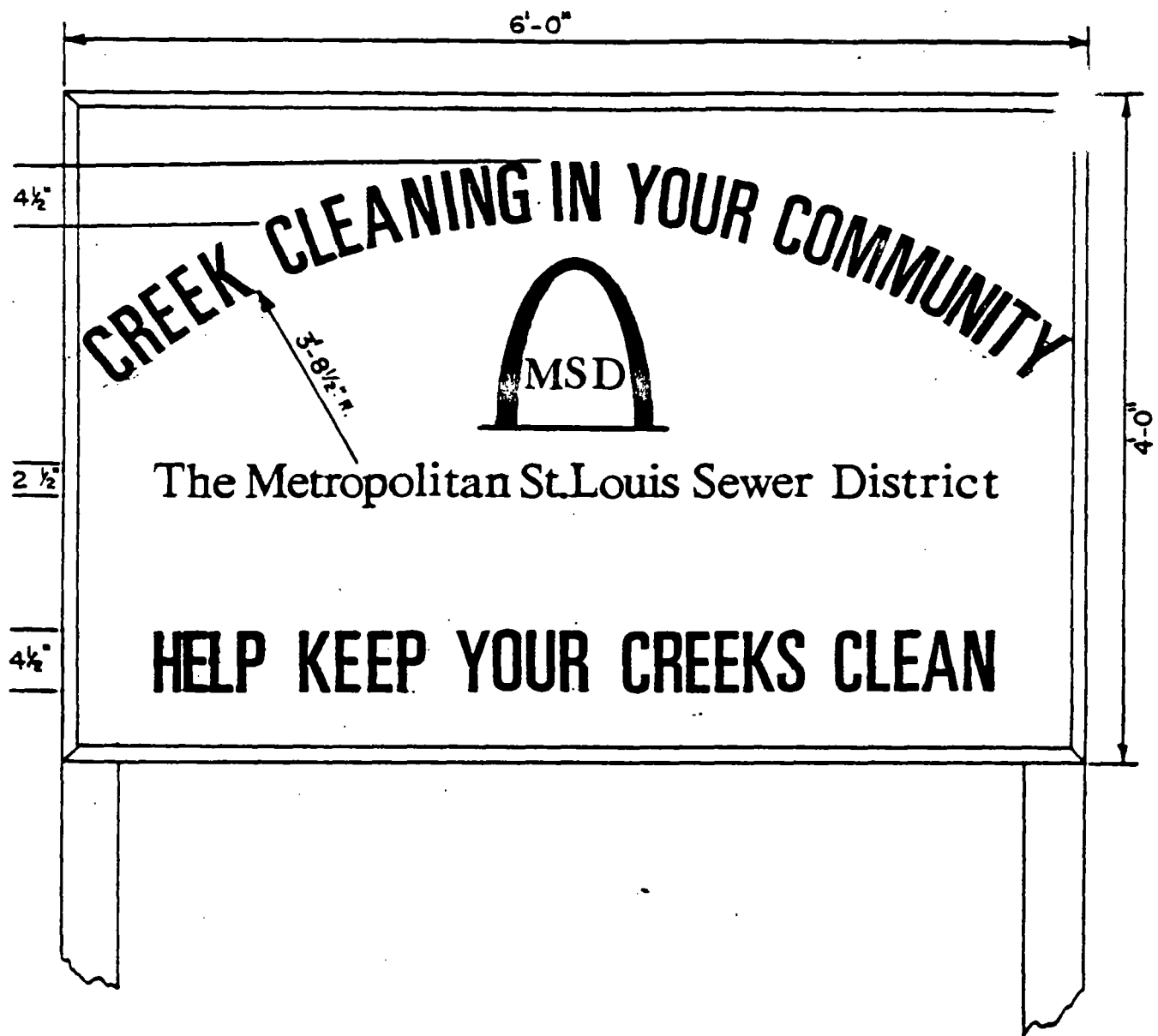
### a. NELAN ROAD

Clay pipe in stream and in channel

### b. BELLEFONTAINE ROAD AND ST. CYR

Debris under bridge



**NOTE:**

The background shall be White.

The text and arch shall be Blue.

"The Metropolitan St. Louis Sewer District"  
and MSD shall be Black.**SIGNS**

METROPOLITAN ST. LOUIS SEWER DISTRICT  
CLEANING AND RESHAPING STORM WATER CREEK

MAY 1981

SHEET 1 OF 1

The Metropolitan St. Louis Sewer District	1-100-384
Location of Project Riverview	Date of Issue May 12, 1981
City Bellefontaine Neigh. County St. Louis	
Description of Work: The Maline Creek Watershed - Phase 1 The cleaning and grading of approximately 2.5 miles of unimproved storm water creek, together with appurtenances	Supersedes Determination No.
Expiration Date - This determination expires 120 Calendar Days from date of issue if no contract is awarded. Notify Division of Labor Standards if no award is to be made under this determination.	

# ST. LOUIS CONSTRUCTION RATES

	Basic Hourly Rates	Over-Time Rates	Fringe Benefit Payments				
			H & M	Pension	Vacation	App.Trg.	Others
Asbestos Workers	11.99	1	1.00	1.11			
Boilermakers	14.02	1	1.375	1.10		.05	
Boilermaker Helper							
Bricklayers	12.60	1	.72	.70	1.00 VS	.03	(f)
Bricklayer Tender (Mod Carriers)	11.45	1	.65	1.00	.50 VS Incl.		
Carpenters	14.46	3	.90 St	.95 St	V&H St.50 Inc.	CTAF.04	
Carpenters- Welder and Cressote Handlers							
Cement Masons	12.85	1	1.50	1.10			CTAF.11
Cement Masons-Composition Floor							
Electricians (Inside Wireman)	13.40	1	.83	5 1/2 Gr	7 1/2 Gr.	.12	(a)
Elevator Constructors	12.985	1	1.195	.95	(b)	Educ.035	
Elevator Constructor Helpers	9.09	1	1.195	.95	(b)	Educ.035	
Engineers-Portable and Hoisting							
Heavy Equipment	14.37	1	1.05	1.25	.65 Incl.	.20	
Light Equipment	13.82	1	1.05	1.25	.65 Incl.	.20	
Oilers	13.37	1	1.05	1.25	.65 Incl.	.20	
Greasars							
Pipe Fitters	14.05	1	4.075 (all fr	nges)			
Glaziers	13.69	1	1.34	2.10	8 1/2 Gr.	.05	(h)
Laborers (Building- General)	12.475	2	.65	1.05	.50 VS Incl.	CTAF.08	
Seal-Skilled	12.85	3	.65	1.05	.50 VS Incl.		
Lathers - Metal, Wood -Use Carpenters							
Linoeum Layers and Cutters	11.19	3	.73	.58	.50	Trg.17	
Marble Masons	12.31	1	.85	1.305			
Marble Masons-Helpers	12.65	1					
Millwrights	14.46	3	.90 St	.95 St	V&H St.50 Inc.	CTAF.04	
Iron Workers	13.475	1	.65	1.05			
Structural & Ornamental							
Riggers & Machinery Movers							
Rodmen, Reinforcing Steel							
Painters	13.79	3	.68	.37			(g)
Spray	15.79	3	.68	.37			(g)
Plasterers	12.895	3	.78	.80		.02	
Plaster Tender	12.125	3	.65	1.05	.50 VS Incl.		
Plumbers	13.255	1	.90	1.10	.60	Educ.20	
Pile Drivers	14.46	3	.90 St	.95 St	V&H St.50 Inc.	CTAF.04	
Roofers - Composition, Slate, Tile	12.85	3	.92	.85	1.00	.03	
Sewer Tile Layers (Bottommen)	12.85	3	.65	1.05	.50 VS Incl.		
Sheet Metal Workers	12.96	1	.72	.86	1.04	.02	(e)
Stone Masons - Use Bricklayers Rate							
Sprinkler Fitters	14.71	2	.65	.95		.11	
Terrazzo Workers	10.60	1					
Terrazzo Workers Helpers	9.40	1					
Base Operator	9.70	1					
Tile Setters, Floors and Walls	12.14	1	.85	1.305			
Tile Layer Helpers	11.70	1	.85	.755			
Truck Drivers, Teamsters, Chauffeurs, Warehouseman and helpers	10.17*	4	19.50wk	37.00wk			(c)
Tuck Pointers (old work) - Use Bricklayers Rate							
Waterproofers, Spray -Use Roofers Rate							
Welders, Acetylene and Electric							
NOTE: Laborers - Wrecking Rate	12.35	2	.65	1.05	.50 VS Incl.	CTAF.08	

## OUTSIDE ELECTRICIANS

## FRINGE BENEFITS

### ZONE I

General Foreman.....	\$15.73	H & M - - 50c
Foreman.....	14.75	NEBF - - 3% of gross earnings
Journeyman Lineman or		Vac. & Hol. - 12 1/2 of gross earn.
Cable Splicer.....	13.78	Appr. & Tng. - 4 of 14 of gross earnings
Groundman - Winch Driver.....	10.11	
****Groundman - Driver.....	9.75	Retirement - 4% of gross earnings
****Equipment Operator.....	12.32	

\*\*\*\*Shall operate crawler-type equipment and cranes.

\*\*\*\*Shall start, stop and service air compressors.

OVERTIME RATE: Double-time for all overtime worked during work week and Saturdays, Sundays & holidays.

\*Truck Drivers come within the purview of the law only when the hauling of materials or equipment includes some phase of construction other than the mere transportation to the site of construction.

\*\*Welders receive rate prescribed for craft performing operation to which welding is incidental.

\*\*\*OVERTIME RATE FOR HEAVY & HIGHWAY is NO. 4: LABORERS, OPERATING ENGINEERS and CARPENTERS.

OVERTIME RATE NO. 1: Means double-time shall be paid for all work in excess of eight (8) hours per work day. Saturdays, Sundays & holidays shall also be paid at the double time rate.

OVERTIME RATE NO. 2: Means time & one-half shall be paid for all work in excess of eight (8) hours per work day. Saturdays, Sundays & holidays shall also be paid at the time & one-half rate.

OVERTIME RATE NO. 3: Means time & one-half shall be paid for all work in excess of eight (8) hours per work day, Monday thru Friday. Saturdays, Sundays & holidays shall be paid at the double time rate.

OVERTIME RATE NO. 4: Means time & one-half shall be paid for all work in excess of eight (8) hours per work day, Monday thru Friday. Time & one-half applies to all work on Saturdays, Sundays & holidays shall be paid at the double time rate.

### FOOTNOTES

- National Electrical Benefit Fund (NEBF) - 3% & Holiday Trust Fund - 8 1/2%; both figured from gross earnings.
- Vacation - 6% of gross earnings (men under 5 years), 8% of gross earnings (men over 5 years). Supplemental Vacation - 4% of regular hourly rate, all eligible employees.
- Supplemental Trust - \$18.00 per week, CTAF - 3¢.
- Holiday Trust Fund - 30¢.
- National Training Fund - 4¢, Underemployment Fund - 47¢.
- Welfare, Pension & Vacation - one & one-half (1 1/2) times the regular rate for these fringes for overtime.
- Apprenticeship & Journeyman Training Fund - 15¢.
- Holiday Fund - 5.2% of gross earnings.



Christopher S. Bond  
Governor

STATE OF MISSOURI  
DIVISION OF LABOR STANDARDS

722 JEFFERSON STREET  
P.O. BOX 449  
JEFFERSON CITY, MISSOURI 65102  
TELEPHONE AREA 314-751-3483

JAMES T. BRADY  
DIRECTOR  
NOLAN E. BRADY  
ADMINISTRATIVE ASSISTANT

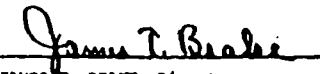
In accordance with your request for the prevailing hourly rate of wages for workmen required to perform the project or construction contract identified in your request, and pursuant to Section 290.210 to 340 V.A.M.S., the Division of Labor Standards, being duly informed and having fully considered the matter, finds, determines, declares, and certifies to you and the public body you represent:

1. That the "Prevailing Hourly rate of wages" means the wages paid generally, in the locality in which the public works is being performed, to workmen engaged in work of a similar character including the basic hourly rate of pay and amount of the rate of contributions irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan or program, and the amount of the rate of cost to the contractor or subcontractor which may be reasonably anticipated in providing benefits to workmen and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the workmen affected, for medical or hospital care, pensions on retirements or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, accident insurance, for vacation and holiday pay, for defraying cost of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal or state law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determination of the department, insofar as sections 290.210 to 290.340 are concerned, may be discharged by the making of payment in cash, by the making of irrevocable contributions to trustee or third persons, as provided herein, by the assumption of an enforceable commitment to bear costs of a plan or program as provided herein, or any combination thereof, where the aggregate of such payments, contributions and cost is not less than the rate of pay plus the other amounts as provided herein.

2. That certified copies of this determination will be filed immediately with the Secretary of the State of Missouri in the files of this department.

The Division is not authorized to fix wage rates. The applicable law allows it to only ascertain what, in fact, are the prevailing hourly wages for a given craft in a given locality. A "Locality" is the county or counties where the project is to be constructed. The law provides that not less than the prevailing hourly wages determined by the Division shall be paid by a contractor or subcontractor. A higher wage rate may be lawfully paid.

Should objections be filed to any portion of this determination, such objection or objections must be specific and be filed in accordance with Section 290.260 of the Prevailing Wage Law.

  
JAMES T. BRADY, Director

FUNCTIONS OF THE DIVISION: Mine Inspection (Don David); Mine Safety and Health Training (Clair Tinkler); Prevailing Wage (Norman Widenhofer); Accident Investigations (Fred Beckman); Wage, Hours and Unemployment Claims (Chas. Leber); Unemployment Agency Licensing

# ST. LOUIS OPERATING ENGINEER RATES

CLASSIFICATION	RATE	CLASSIFICATION	RATE
Group II	\$14.37	Group IV	\$13.37
Tie Tamper		Heater Operator, 1 through 3	
Tractor-crawler, or wheel type		Mechanic, in shop	
Tractor, tandem crawler		Oiler	
Trenching Machine		Sweeper, floor	
Tunnel Boring Machine			
Vibrating Mach., auto, auto prop.			
Welding Machine (gas or diesel)			
Well Drilling Machine			
Group III	13.82		
Air Tugger w/plant air			
Boiler/power/heating shell/			
temporary enclosures			
Boiler, temporary			
Compressor, Air-One			
Compressor, Air (Mounted on truck)			
Concrete Saw, (self-propelled)			
Conveyor, large (not self-prop)			
Conveyor, large (not self-prop) moving			
brick/conc (distr.) on floor level			
Curb Finishing Machine			
Ditch Paving Machine			
Elevator (Bldg. Const. or Alter.)			
Endless Chain Hoist			
Fireman (as required)			
Form Grader			
Generator, one over 30KW			
Greaser			
Hoist, 1 drum regard. of size,			
except brick or concrete			
Lad-A-Vator, other hoisting			
Manlift			
Mixer, Asphalt, over 8 cu.ft. capacity			
Mixer, if two or more mixers of			
1 bag capacity or less are used			
Mixer, without side loader, 2 bag			
capacity or more			
Mixer, with side loader, regard-			
less of size, not Paver			
Mud Jack (w/air compress 55¢ hr)			
Oiler on Dredge			
Oiler on Truck Crane			
Pug Mill Operator			
Pump, Sump-self powered, auto-			
matic controlled over 2"			
Scissor Lift (for hoisting)			
Sweeper, street			
Tractor, small wheel type 50 HP			
& under w/grader blade &			
similar equipment			
Welding Machine, 1 over 400 amp			
Winch, Operating from truck			
Group IV	12.37		
Boat Operator-outboard			
motor (job site)			
Conveyors, (such as Con-vay-it)			
regardless of use			

## Mourly Premiums - \*

Crane, climbing (such as Linden)	.50
Crane, pile driving & extracting	.50
Crane, w/boom (including jib)	
over 100' (from pin to pin)	
add 1¢ per foot to maximum	
of \$1.00	.50
Crane, using rock socket tool	.50
Derrick, diesel, gas or electric,	
hoisting material or erecting	
steel (150' or more above ground)	.50
Dragline, 7 cu. yds. and over	.50
Generator, over 30KW	.25
Hoist, three or more drums in use	.50
Scoop, Tandem	.50
Shovel, power--7 cu. yds. & over	.50
Third machine	.25
Tractor, tandem crawler	.50
Wrecking, when machine is working	
on second floor or higher	.50

\*\*MAKE-UP DAY - Any employee who is scheduled to work on regular work day but is unable due to weather or other reasonable conditions may be assigned to work on Saturday at the straight time rate of pay.

OPERATING ENGINEERS Fringe Benefits: H & W - 1.05 Pension - 1.25  
Appr. Tng. - .20  
Vacation - .65 Included in wage (hourly)

OVERTIME RATE: Workmen shall be paid one & one-half (1½) times the straight time rate for all hours worked in excess of eight (8) hours for all work, except building construction, on Monday through Saturday. Double time rate applies to overtime work on building construction and all work on Sundays and holidays.

CLASSIFICATION	RATE	CLASSIFICATION	RATE
Group I	\$14.37	Group II	\$14.37
Backhoe		Conveyor, large (not self-prop)	
Cableway		hoist, or moving brick & concrete	
Crane, Crawler or Truck		into, or into & on floor level,	
Crane, Hyd-trk/cruiser mtd.		one or both	
16 tons & over		*Crane, Climbing (such as Linden)	
*Crane, pile driving & extracting		Crane, Hyd-rough terrain, self-prop.	
Crane, locomotive		Crane, Hyd-trk or cruiser mounted--	
*Crane, w/boom (incl. jib) over 100',		under 16 tons	
1¢ per ft., max. \$1.00		*Derrick, Diesel, gas, electric hoist.	
*Crane, using rock socket tool		material/erect. steel 150' or more	
Derrick, Steam		above ground.	
Derrick Car & Derrick Boat		Drilling Mach., self-power, for earth	
Dragline		or rock drilling or boring	
*Dragline - 7 cu. yds. & over		Elevating Grader	
Dredge		Engine Man, Dredge	
Gradall, crawler or tire mtd.		Excavator or overbelt Machine	
Locomotive, gas, steam & other		Finishing Machine, self-propelled	
powers		oscillating screed	
Pile Driver, land or floating		Forklift	
Scoop, Skimmer		Generators, two 30KW or over, or any	
Shovel, Power (steam, gas, electric		number over 30KW	
or other powers)		Generator--Pump Combination	
*Shovel, Power--7 cu. yds. & over		Grader, road with power blade	
Switch Boat		Highlift	
Whirley		Hoist, Concrete & Brick	
Group II	14.37	*Hoist, 3 or more drums in use	
Air Tugger w/air compressor		Hoist, Stack	
Anchor Placing Barge		Hydro-hammer	
Asphalt Spreader		Lad-A-Vator, hoisting brick or	
Athey Force Feeder Loader (self-prop)		concrete	
Backfilling Machine		Loading Machine (such as Barber-	
Boat Opr-push boat/tow boat (job site)		Greene)	
Boiler, High Press. Break in Period		Mechanic, on job site	
Boom Truck, placing or erecting		Mixer, Paving	
Boring Machine, footing foundation		Mixermobile	
Bullfloat		Mucking Machine	
Cherry Picker		Pipe Cleaning Machine	
Combination Concrete Hoist & Mixer		Pipe Wrapping Machine	
such as Mixermobile		Plant, Asphalt	
Compressor (when operator runs		Plant, Conc. Producing/Ready-Mix--Job Site	
throttle) into common receiver		Plant, Heating--Job Site	
or header line, one engineer will		Plant, Mixing--Job Site	
operate up to three (3)		Plant, Power, Generating--Job Site	
Compressors, two not more than		Pumps, two self-power over 2"	
50 feet apart		through 6"	
Compressor--Generator Combination		Pumps, electric submersible, one	
Compressor--Pump Combination		through three, over 4"	
Compressor--Weldur Combination		Quad-track	
Concrete Breaker (truck or tractor		Roller, Asphalt, top or subgrade	
mtd.)		*Scoop, Tandem	
Concrete Pump, such as Pumpcrete		Scoop, Tractor drawn	
machine		Spreader Box	
Concrete Spreader		Subgrader	

## FEDERAL LABOR STANDARDS PROVISIONS

### 1. APPLICABILITY

The Project or Program to which the work covered by this Contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

### 2. MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency or Public Body for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

### 3. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or Public Body in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public Agency or Public Body may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency or Public Body, for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

### 4. ANTICIPATED COSTS OF FRINGE BENEFITS

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract: *Provided, however, The Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency or Public Body with the first payroll filed by the Contractor subsequent to receipt of the findings.*

HUD-3200  
(8-69)

## 5. OVERTIME COMPENSATION REQUIRED BY CONTRACT WORK HOURS STANDARDS ACT (76 Stat. 357-360; Title 40 U.S.C., Sections 327-332)

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, as the case may be.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (a), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).

(c) Withholding for liquidated damages. The Local Public Agency or Public Body shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).

(d) Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraphs (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

## 6. EMPLOYMENT OF APPRENTICES

Apprentices will be permitted to perform work covered by this Contract only under a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or, if no such recognized Agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor, United States Department of Labor, for the classification of work he actually performed. The Contractor or subcontractor shall furnish the Local Public Agency or Public Body with written evidence of the registration of his program and apprentices, as well as of the appropriate ratios and wage rates for the area of construction, prior to using any apprentices on the contract work.

## 7. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

## 8. REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 918; 62 Stat. 862; Title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith.



by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

#### **9. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION**

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency or Public Body, and a report of the action taken shall be submitted by the Local Public Agency or Public Body, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency or Public Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

#### **10. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES**

The Local Public Agency or Public Body shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency or Public Body, shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

#### **11. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS**

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor with respect to the various classifications of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

#### **12. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES**

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

#### **13. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES**

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency or Public Body for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

#### **14. QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS**

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any

HUO-3200  
(8-60)

other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

#### 15. PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Local Public Agency or Public Body. The Contractor shall submit weekly to the Local Public Agency or Public Body two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a) (1) (iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b) (2) (B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Local Public Agency or Public Body, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

#### 16. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

#### 17. INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Local Public Agency's or Public Body's prior written approval of the subcontractor. The Local Public Agency or Public Body will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

#### 18. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

**19. BREACH OF FOREGOING FEDERAL LABOR STANDARDS PROVISIONS**

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Local Public Agency or Public Body reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

**ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS**  
**SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED**  
**PURSUANT THERETO BY THE SECRETARY OF LABOR,**  
**UNITED STATES DEPARTMENT OF LABOR**

**TITLE 18, U.S.C., section 874**

(Replaces section 1 of the Act of June 13, 1934 (48 Stat. 948, 40 U.S.C.,  
sec. 276b) pursuant to the Act of June 25, 1948, 62 Stat. 862)

**KICKBACKS FROM PUBLIC WORKS EMPLOYEES**

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

**SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 862,  
63 Stat. 108, 72 Stat. 967, 40 U.S.C., sec. 276c)**

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

... X X X ...

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations Part 3. The term "this part," as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

**TITLE 29 - LABOR**

**Subtitle A - Office of the Secretary of Labor**

**PART 3-CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN  
WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES**

**Section 3.1 Purpose and scope.**

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or work financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-aided construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 1.

(e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

### Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, piers, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work or which Federal assistance is limited solely to loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

### Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance", or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968]

#### Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under § 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

#### Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment was made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employer to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under § 516.27 (a) of this title shall be kept.

### Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under § 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

MUD-3300  
(8-68)

### Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under § 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.
- (b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.
- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of § 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
- (d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
- (e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

### Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of § 3.6; and shall notify the applicant in writing of his decision.

### Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under § 3.6 are prohibited.

### Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

### Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulation: this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see § 5.5 (a) of this subtitle.



15.1.1 During the performance of this Contract, the Contractor agrees as follows:

- .1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Body setting forth the provisions of this nondiscrimination clause.
- .2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- .3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- .4 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- .5 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development, or pursuant thereto, and will permit access to his books, records, and accounts by the Public Body, the Secretary of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- .6 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law. The rights and remedies of the County provided in this paragraph (.6) shall not be exclusive, but are in addition to any remedies provided in this Contract or as provided by law.
- .7 The Contractor will include the portion of the sentence immediately preceding paragraph .1 and the provisions of paragraphs .1 through .7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Public Body or the Secretary of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, That, in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Public Body, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

X

**SUPERSEDES DECISION**

STATE: Missouri

COUNTIES: St. Charles &amp; St. Louis

DECISION NO.: AQ-91

DATE: Date of Publication

Supersedes Decision No. AP-534, dated July 6, 1973, in 38 FR 18141

DESCRIPTION OF WORK: Building Construction, (excluding single family homes and garden type apartments up to and including 4 stories).

11-Missouri 1,2 (1-2)

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App. Tr.	Other
ASBESTOS WORKERS:						
Asbestos workers	\$8.53	.20	.17	a		
Swing stage or bosun's chair	8.78	.20	.17	a		
Asbestos workers requiring spray in application	8.78	.20	.17	a		
BOILERMAKERS	8.40	.30	1.00		.02	
BRICKLAYERS; STONEMASONS	7.75	.52	.70	.40	.02	
CARPENTERS:						
Carpenters; Millwrights; Piledrivers	8.66	.30	.30			
CARPENTERS (ST. CHARLES COUNTY):						
Contracts under \$100,000.00	7.90	.30	.30			
Contracts \$100,000.00 or more	8.66	.30	.30			
CARPET, LINOLEUM	7.66	.52	.34	.50	.12	
CEMENT MASONS	8.90	.40	.40			
ELECTRICIANS	8.19	.52	12+5 1/2%	112+4 1/2%	12	
ELEVATOR CONSTRUCTORS	8.25	.345	.23	22+4b&c	.015	
ELEVATOR CONSTRUCTORS HELPERS	7.07JR	.345	.23	22+4b&c	.015	
ELEVATOR CONSTRUCTORS HELPERS (PROB.)	5.07JR					
GLAZIERS	8.04	.41	.68	87+4d	.01	
IRONWORKERS:						
Structural; Ornamental; Reinforcing	8.625	.50	.60		.05	
LABORERS:						
Unskilled	7.025	.30	.50		.02	
Wrecking	6.90	.30	.50		.02	
Plasterer tenders	7.675	.25	.20			
Plumber laborers	7.60	.30	.30			
Mason tenders (hod carriers)	6.45	.30	.50			
Dynamiter or powderman	7.525	.30	.50		.02	
LATHERS	8.00				.01	
MARBLE SETTERS	7.49	.325	.50			
MARBLE SETTERS HELPERS	6.68					
PAINTERS:						
Brush	7.635	.20	.30	.21		
Spray	9.135	.20	.30	.21		
PIPEFITTERS	7.55	1.30	.90			
PLASTERERS	8.10	.325	.25			
PLUMBERS	8.905	.30	.50	.80		
ROOFERS:						
Composition; Slate and tile	7.25	.27	.30		.03	
Kettlemen	5.25	.27	.30		.02	
ABRASIVES & BUILDING CLEANERS	7.35	.20	.20			
HEAT METAL WORKERS	8.16	.52	.70			

SPRINKLER FITTERS	\$9.71	.40	.60		.05
STONE DERRICKMAN	6.35	.40	.50		
TERRAZZO WORKERS	8.05				
TERRAZZO WORKERS HELPERS:					
Floor machine operator	4.60				
Base machine operator	4.90				
TILE SETTERS	7.41	.325	.50		
TILE SETTERS HELPERS	6.68	.325	.30		
TRUCK DRIVERS:					
Truck or trailers of a water level capacity of 11.99 cu. yds. or less; fork lift trucks; job site ambulances; pick-up trucks; flat bed trucks	6.99	e	f	g & h	
Truck or trailers of a water level capacity of 12.0 cu. yds. up to 22.0 cu. yds. including euclids, speedace & similar equipment of same capacity	7.19	e	f	g & h	
Truck or trailers of a water level capacity of 22.0 cu. yds. & over including euclids, speedace & all floats, flat bed trailers & boom trucks & similar equipment of same capacity	7.29	e	f	g & h	
WELDERS - receive rate prescribed for craft performing operation to which welding is incidental.					
<u>FOONTNOTES:</u>					
a - Paid Holidays: (A, C, D, E, G, H, J).					
b - 1st. 6 mos. - none; 6 mos. to 5 yrs. - 2%; over 5 yrs. - 4% of basic hourly rate.					
c - Paid Holidays: (A, C, D, E, H, J).					
d - Paid Holidays: (A through J).					
e - Employer contribution of \$12.50 per week.					
f - Employer contribution of \$12.00 per week.					
g - Paid Holidays: (A, C, D, E, G, H, I, J).					
h - Paid vacation of 3 days for 600 hours of service in any one contract year;					
4 days paid vacation for 800 hours of service in any one contract year;					
5 days paid vacation for 1,000 hours of service in any one contract year.					
<u>PAID HOLIDAYS:</u>					
A - NEW YEAR'S DAY; B-WASHINGTON'S BIRTHDAY; C-MEMORIAL DAY; D-INDEPENDENCE DAY;					
E - LABOR DAY; F-COLUMBUS DAY; G-VETERANS DAY; H-THANKSGIVING DAY; I-FRIDAY AFTER					
THANKSGIVING DAY; J-CHRISTMAS DAY.					

## POWER EQUIPMENT OPERATORS

jackhoe; cableway; crane, crawler or truck; Crane, Hydraulic-truck or cruiser mounted - 16 tons & over; Crane, locomotive; derrick, steam; Derrick car & derrick boat; Dredline; Dredge; Grapple, crawler or tire mounted; Locomotive, gas, steam & other powers; Pile driver, land or floating; Scoop, skimmer; Shovel, power (steam, gas, electric or other powers) Switch boat; Whirley

air tugger w/air compressor; Anchor placing barge; Asphalt spreader; Athey force feed loader (self-propelled); Backfilling machine; Boat operator-push boat or tow boat (job site); Boiler, high pressure breaking in period; Boom truck, placing or erecting; Boring machine footing foundation; Bullfloat; Cherry picker; Combination concrete hoist & mixer such as mixermobile; Compressors, two, not more than 20 ft. apart; Compressors, not more than five ft. apart; Compressor-welder combination; Concrete breaker (truck or tractor mounted); Concrete pump, such as a pumpcrete machine; Concrete spreader; Conveyor, large (not self-propelled) hoisting or moving brick and concrete into, or into and on floor level, one or both; Crane, hydraulic-rough terrain, self-propelled; Crane hydraulic-truck or cruiser mounted-under 16 tons; Drilling machines, self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other sources including concrete breakers, jackhammers and Barco equipment - no engineer required); Elevating grader; Engine man, dredge; Excavator or powerbelt machine; Finishing machine,

**St. Louis County**

Group II (Cont'd)

self-propelled oscillating screed; Forklift; Grader, road with power blade; Highlift; Hoist, concrete and brick (brick cages on concrete skips operating in or on tower, towermobile, or similar equipment); Hoist, stack; Hydro-hammer; Lad-A-Vator, hoisting brick or concrete; Loading machine (such as Barber-Greene); Mechanic, on job site; Mixer, paving; Mixermobile; Mucking machine; Pipe Cleaning machine; Pipe wrapping machine; Plant asphalt; Plant, concrete producing or ready-mix job site; Plant, heating-job site; Plant mixing-job site; Plant, power, generating-job site; Pump, self-powered, over 2" (one operator will operate two); Pumps, electric submersible, one through three, over 4"; Quad-track; Roller, asphalt, top or subgrade; Scoop, tractor drawn; Spreader box; Sub-grader; Tie tamper; Tractor-crawler, or wheel type with or without power unit, power take-offs, and attachments regardless of size; Trenching machine; Tunnel boring machine; Vibrating machine, automatic, automatic propelled; Welding machines (gasoline or diesel) more than one but not over four (regardless of size); Well drilling machine

**\$8.52**

**. 35**

**.40**

### Group III

Air tigger w/plant air; Boiler, for power or heating on construction projects; Boiler, temporary; Compressor, air-one; Compressor, air (mounted on truck); Concrete saw, self-propelled; Conveyor, large (not self-propelled); Conveyor, large (not self-propelled) moving brick and concrete (distributing) on floor level; Curb finishing machine; Ditch paving machine; Elevator (building construction or alteration); Endless chain hoist; Fireman; Form grader; Generator, one over 30

11-Mo.-PEO-1-1 (3-4)

## St. Louis County

## WEAR EQUIPMENT OPERATORS (CONT'D)

Group III (Cont'd)

W or any number developing over 30 W; Greaser; Hoist, one drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, asphalt, over 8 cu. ft. capacity; Mixer, if two or more mixers of one bag capacity or less are used by one employer on job, an operator is required; Mixer, with outside loader, 2 bag capacity or more; Mixer, with side loader, regardless of size, not paver; Oiler on dredge; Oiler on truck crane; Pug mill operator; Pump, sump-self-powered, automatic controlled over 2" during use in connection with construction work; Sweeper, street; Welding machine, one over 400 amp.; Winch operating from truck

\$7.97

.35

.40

Group IV

at operator-outboard motor (job site); Conveyor (such as Con-vay-it) regardless of how used; Oiler; Sweeper, floor

7.52

.35

.40

Group V

r pressure; Oiler engineer; Operating under ten pounds

9.32

.35

.40

r pressure; Oiler engineer operating over ten pounds

10.07

.35

.40

r pressure engineer operating under ten pounds

10.52

.35

.40

r pressure engineer operating over ten pounds

11.27

.35

.40

ane-pile driving with leads; Crane using rock socket tool; Dragline - 7 ft. yds. & over; Shovel, power - 7 ft. yds. and over; Crane, climbing (such as Linden); Derrick, diesel, gas, electric hoisting material and erecting steel - 150' or more above

## St. Louis County

## POWER EQUIPMENT OPERATORS (CONT'D)

Basic Hourly Rates	Fringe Benefits Payments				
	H & W	Pensions	Vacation	App. Tr.	Others
<u>Group V (Cont'd)</u> ground; Hoist, three or more drums; Scoop, tandem; Tractor, tandem crawler	\$9.02	.35	.40		
Heaters	8.02	.35	.40		
Crane, with boom (including jib) over 100' from pin to pin (add 1c per foot to maximum of 75c) above basic rate for crane.					
Mud jack (where mud jack is used in conjunction with an air compressor, operator)	8.52	.35	.40		
Work in tunnel or tunnel shaft, .25c above base rate					



## St. Charles County

MO 4-PEO-1

(1-2)

## POWER EQUIPMENT OPERATORS:

Group 1

Asphalt finishing machine & trench widening spreader; Asphalt plant console operator; Autograder; Automatic slipform paver; Backhoe; Blade operator-all types; Boat operator-tow; Boilers - 2; Central mix concrete plant operator; Clamshell operator; Concrete mixer paver; Crane operator; Derrick or derrick trucks; Ditching machine; Dozer operator; Dragline operator; Dredge booster pump; Dredge engineman; Dredge operator; Drill cat with compressor mounted on Cat; Drilling or boring machine rotary self-propelled; Highloader; Hoisting engine - 2 active drums; Launchhammer wheel; Locomotive operator - standard gauge; Mechanics and welders; Mucking machine; Piledrivers; Mucking machine; Piledriver operator; Pitman crane operator; Push cat operator, Quad Trac; Scoop operator - all types; Shovel operator; Sideboom cats; Skimmer scoop operator; Trenching machine operator; Truck crane.

Basic Hourly Rates	Fringe Benefits Payments				
	M & W	Pensions	Vacation	App. Tr.	Other
\$ 8.50	.35	.40		.02	

Group 2

A-frame; Asphalt hot-mix silo; Asphalt plant fireman (drum or boiler); Asphalt plant man;; Asphalt plant mixer operator; Asphalt roller operator; Backfiller operator; Barber Greene loader; Boat operator (bridges & dams); Chip spreader; Compressor maintenance operator - 2; Concrete mixer operator - skip loader; Concrete plant operator; Concrete pump operator; Crusher operator; Dredge oiler; Elevating grader operator; Fork lift; Greaser-fleet; Hoisting engine - 1; Locomotive operator - narrow gauge; Multiple compactor; Pavement breaker; Powerbroom - self-propelled; Power shield; Rooter; Side discharge concrete spreader; Slip form finishing machine; Stumpcutter machine; Throttle man; Tractor operator (over 50 H.P.); Welding machine maintenance operator - 2; Winch truck

8.30

.35

.40

.02

## POWER EQUIPMENT OPERATORS (CONT'D)

Group 3

Boilers - 1; Chip spreader (front man); Churn drill oper.; Clef plane operator; Compressor maintenance oper. - 1; Concrete saw operator (self-propelled); Conveyor operator; Curb finishing machine; Distributor operator; Finishing machine operator; Fireman-rig; Flex plane operator; Float operator; Form grader operator; Generator-maintenance operator; Light plant maintenance operator; Maintenance operator; Oiler driver; Pugmill operator; Pump maintenance oper. (other than dredge); Roller operator, other than high type asphalt; Screening & washing plant oper.; Siphons & jets, Sub-grading machine operator; Spreader box operator, self-propelled (not asphalt); Tank car heater operator (combination boiler & booster); Tractor operator (50 H.P. or less); Ulmac, Ulric or similar spreaders; Vibrating machine oper., not hand; Welding machine maintenance oper. - 1

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	App. Tr.
\$ 8.10	.35	.40		.02
7.50	.35	.40		.02
8.75 -	.35	.40		.02
9.25	.35	.40		.02
9.00	.35	.40		.02

Group 4

Oiler

Clamshells, 3 yd. capacity or over; Crane, rigs or piledrivers 100 ft. of boom or over (including jib); Draglines, 3 yds. capacity or over; Hoisting engine over 2 drums; Shovels, 3 yds. capacity or over

Crane, rigs or piledrivers 200 ft. or over

Tandem scoop operator

Work in tunnel or tunnel shafts (not air shafts or coffer dams) of 25 ft. or more in length or depth 50c per hour above basic rate.

P R O P O S A LName of Bidder Bennish & Bommarito Const. Co., Inc.Address of Bidder 11388 Dorsett RoadMarvland Heights, Mo. 63043

To: THE METROPOLITAN ST. LOUIS SEWER DISTRICT

The undersigned bidder submits herewith a Bid Bond  
amounting to 5% of Bid, drawn on Safeco Ins. Co.,  
which shall become the property of The Metropolitan St. Louis Sewer District in  
case the undersigned should fail or refuse to execute a contract and to furnish  
bond as required by the specifications within the time provided.

The undersigned bidder, having examined the contract documents and having  
familiarized himself with the nature, location and amount of the work to be done  
and the conditions under which the work will be performed, hereby proposes to  
provide the required labor, services, materials and equipment, and to perform the  
work as described in the plans and specifications within the time limits speci-  
fied and at the unit prices stated in the attached Schedule of Pay Items, and  
for the actual measured quantities as completed and finally in place.

The undersigned bidder certifies that this proposal is made in good faith without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this proposal is made in conformity with the provisions of Article 9 of the Plan of The Metropolitan St. Louis Sewer District, and with the contract documents, and agrees that in case of any discrepancy or difference between any condition of his proposal and those of the contract documents, the provisions of the latter shall prevail.

Bidder Bennish & Bommarito Const. Co., Inc.  
By Donald E. Bennish  
Title President  
Date June 16, 1981



CONTRACT AGREEMENT

THIS AGREEMENT, made this 23rd day of June in  
the year Nineteen Hundred Eighty One by and between \_\_\_\_\_  
Bennish & Bommarito Const. Co., Inc.

hereinafter called the Contractor, and THE METROPOLITAN ST. LOUIS SEWER DISTRICT,  
hereinafter called the District.

WITNESSETH, that under the authority vested in the Executive Director under  
the provisions of Section 9.040 of the Plan of the District, The Executive  
Director hereby lets this contract to the above named Contractor.

NOW, THEREFORE, the Contractor and the District, for the consideration here-  
inafter named, agree as follows:

Article 1. SCOPE OF THE WORK

The Contractor shall furnish all the materials, tools, equipment, labor and  
everything else necessary to perform, and shall perform in accordance with  
the plans, specifications, and the terms of this contract, the work of the  
cleaning and grading of approximately 2.5 miles of storm water creek in an  
area located from Riverview Boulevard to Halls Ferry Road in St. Louis County.

Article 2. TIME OF COMPLETION

The contractor shall commence work within ten (10) days after the date of written notice from the District to begin work and shall fully complete all work under this contract within Seventy-Five (75) calendar days after the expiration of such ten (10) day period for commencing work, the rate of progress and the time of completion being essential conditions of this contract.

Article 3. DEDUCTIONS FOR NOT COMPLETING ON TIME

If the contract work is not fully completed according to the terms of the contract within the time limit herein stipulated, the contractor shall pay to the District, not as a penalty, but as liquidated damages, a sum equal to One Hundred (\$100.00) Dollars per day for each working day (Saturdays, Sundays and legal holidays excluded unless working under emergency or special permission requiring the presence of an inspector or engineer), elapsing between the expiration of such time limit and the date of full and accepted completion; provided however, the time limit herein stated is subject to extension without payment of damages as provided in the Standard Construction Specifications. When any deductions from, or forfeitures of, payment in connection with the work of the contract are duly and properly declared or imposed against the contractor, in accordance with the terms of this Contract, State Laws, or Resolutions of the District, the total amount thereof may be withheld from any money whatsoever due or to become due the contractor under the contract, and when deducted, shall be deemed as taken in payment of such amount.

Article 4. PAY QUANTITIES AND UNIT PRICES

The District shall pay the contractor for all work done on the basis of final measurement computations, for all work acceptably completed according to this contract at the unit prices shown in the attached Schedule of Pay Items.

#### Article 5. GUARANTEE

The contractor hereby expressly guarantees the aforesaid work as to workmanship and quality of materials used in connection therewith for a term of one year, commencing on the date of acceptance of the work or improvements, and binds himself, his successors or assigns, to make all replacements which may become necessary within that time due to non-conformity with the specifications. Whenever notified by the District that said replacements are required, the contractor shall at once make the same as directed and at his own expense. If the contractor does not proceed with such replacements within five (5) days after the receipt of written notice, then the District shall have the power to cause the same to be made and to charge the cost thereof to the contractor and his sureties. Nothing in this section is intended to guarantee maintenance.

#### Article 6. PAYMENTS AND ACCEPTANCE

During the progress of the work, an approximate cost estimate shall be made of the total work satisfactorily completed to the first day of each month, based on the estimated quantity of completed work in place and the unit bid prices. From the amount so determined shall be deducted five (5%) per cent of such amount and all sums previously paid or properly retained under this contract, and the remainder certified for payment on account to the contractor. When all the work provided for under this contract has been completed in conformance with the specifications and requirements of this contract, and accepted without regard to the provisions of guaranty as provided under the terms of this contract, a final cost estimate shall be prepared by the Director and filed with the District and with the contractor within fifteen (15) days after the date of acceptance of the work as a statement of the cost of the work done by the contractor. This estimate shall be based on a final measurement survey of the completed work, and shall show the quantity, unit price, and final cost of each pay item, and the total cost of all the work done, including any



charges for extra work ordered and properly chargeable under this contract, and deducting any amount for work properly credited under this contract. From the total cost of work done shall be deducted all sums previously paid on account any sums properly deductible under this contract. The remainder shall be certified as the amount due to the contractor, and, upon certification by the contractor that all bills for labor, materials, services, and other items due or chargeable under the contract have been paid, payment shall be made to the contractor who shall give a release from all claims arising from this contract. Before final payment can be made, an affidavit must be filed in proper form and order by the Contractor stating that he has fully complied with the Prevailing Wage Law.

Article 7. THE CONTRACT DOCUMENTS

The Notice to Contractors, Project Bidder's Information, the Proposal, the Project Specifications, the Standard Construction Specifications, (Dated, 1980), the Plans and Drawings, and the Bond, together with this Agreement, form the Contract. The plans are a part of this contract as fully as if hereto attached.

The following is a schedule of plans:

- |                            |                    |
|----------------------------|--------------------|
| 1. Key Map/Location        | Sheet 1 of 1 Sheet |
| 2. MSD Creek Cleaning Sign | Sheet 1 of 1 Sheet |

Article 8. RATES OF PAY AND NON-DISCRIMINATION CLAUSE

The contractor hereby agrees that the prevailing rates of pay shall be paid to skilled and unskilled labor employed under the terms of this contract and that there shall be no discrimination in the selection or employment of labor under the terms of this contract because of race, creed, or color.

This contract shall become binding and effective upon adoption by the Board of Trustees of an ordinance confirming the same.

IN WITNESS WHEREOF, The Parties hereto have caused this instrument to be executed in Five (5) original counterparts as of the day and year first above written.

(SEAL)

BENNISH & BOMMARITO CONST. CO., INC.  
CONTRACTOR

Countersigned:

Joseph C. Bommarito  
Vice President  
Title

By Donald E. Bennish  
President  
Title

M.S.D.  
(SEAL)

THE METROPOLITAN ST. LOUIS SEWER DISTRICT

Attest:

Howard E. Robinson  
Asst. Secretary-Treasurer

By Robert A. Flisk  
Executive Director

I certify that this expenditure is within the appropriation to which it is to be charged and that there is an unencumbered balance in the appropriation sufficient to pay this obligation or so much of it as may be payable during the current fiscal year.

June 30, 1988  
Date

By N. J. Stevens  
Director of Finance